

Hongkong Daily Press.

ESTABLISHED 1857.

13,335 號伍拾叁百叁千叁萬壹第 日式十月十年六十二緒光 HONGKONG, TUESDAY, DECEMBER 4TH, 1900. 式拜禮 號肆月十一年百九千壹英港香 PRICE \$2 PER MONTH

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UNDoubtedly THE BEST BEER
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ERICA."

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WINE SHIPPERS SINCE 1815.
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SQUARE BOTTLE WHISKY
The sale of this good Scotch increases month
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OHN WALKER & SONS
FAMOUS
KILMARNOCK WHISKY.

This World-known.
OLD HIGHLAND WHISKIES are shipped
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Hongkong, 26th July, 1897.

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"SPECIAL BLEND" WHISKY
Blend
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WEEK DAYS.

7.30 a.m. to 8.30 a.m. Every quarter of an hour
8.30 a.m. to 9.30 a.m. Every ten minutes
9.30 a.m. to 10.45 a.m. Every quarter of an hour
11.30 a.m. to 1.00 p.m. Every quarter of an hour
1.30 p.m. to 6.30 p.m. Every quarter of an hour
6.30 p.m. to 9.00 p.m. Every ten minutes
Night cars at 8.45 p.m. and 9 p.m., and from
9.45 p.m. to 11.15 p.m. every half hour.
Saturdays.
Extra Night cars at 11.30 and 11.45 p.m.
Sundays.
8.15 a.m. to 10.15 a.m. Every half hour
10.30 a.m. to 11.00 a.m. Every ten minutes
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Night cars at 8.45 p.m. and 9 p.m., and from
9.45 p.m. to 11.15 p.m. every half hour.
SPECIAL CARS by arrangement at the Com-
pany's Office, 35 & 40, Queen's Road Central.
JOHN D. HUMPHREYS & SON,
General Managers.
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	Per Case 1 doz.
A—THORNE'S BLEND, White Capsule	\$10.80
B—WATSON'S GLENORCHY, MELLOW BLEND, Blue Capsule, with Name and Trade Mark	10.80
C—WATSON'S ABELOUR-GLEN-LIVET, Red Capsule, with Name and Trade Mark	12.00
D—WATSON'S H.K.D. BLEND OF THE FINEST SCOTCH MALT WHISKIES, Violet Capsule	14.40
E—WATSON'S VERY OLD LIQUEUR SCOTCH WHISKY, GOLD CAPSULE	15.00

THORNE'S BLEND and WATSON'S GLENORCHY are high-class Soda Whiskies, of greater age than most brands in the market.

ABELOUR GLENLIVET is a very old Peat Whisky (smoky) and could not now be replaced in stock at the price.

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E is of superb quality, and pronounced by leading local connoisseurs to be the best brand in the HONGKONG MARKET.

A. S. WATSON & CO.
 LIMITED.

THE HONGKONG DISPENSARY.

[29]

BIRTHS.
 At Saseon's Villa, Hongkong, on the 3rd December, the wife of JAMES WALKER, of a son. [305]

On the 26th November, 1900, at Pootung, Shanghai, the wife of PETER MUNGOAL, of a daughter.

DEATH.

On the 29th November, 1900, at 4, Makalee Terrace, Shanghai, CLAIRE MARION, infant daughter of William Bright, Chinese Customs Service, aged 21 months and 12 days.

The Daily Press.
 HONGKONG OFFICE: 14, DES VŒUX ROAD C. LONDON OFFICE: 131, FLEET STREET, E.C.

HONGKONG, December 4th, 1900

The letter from our correspondent "X," which appears in another column, calls attention once more to the case of KING LIEN-SHAN, which excited considerable interest here last February and March. It will be remembered that several letters and articles appeared in the local Press, commenting on the action of the Portuguese authorities at Macao, and that in consequence the Portuguese Consul-General, Senhor A. G. ROMANO, made a statement to a representative of this paper. Senhor ROMANO then pointed out that KING LIEN-SHAN was only detained at Monte Fort, not in jail; that he had only to await the arrival of instructions from Lisbon and the arrival of documents from the Chinese authorities supporting the charge of embezzlement; and that if it should appear that the charge was trumped up to enable the Chinese Government to get possession of the person of a Reformer, KING would be liberated. But as our correspondent says, the ordinary period of detention passed; months passed, and the prisoner still remained. Governor GALHANO went away and left him in prison. In the interval between his departure and the arrival of the new Governor at Macao, the case got out of the court, and the tribunal's report was submitted to the Council temporarily governing, which did not see fit to release KING and so referred the case and all the documents to Lisbon. Then Senhor HORTA E COSTA arrived in Macao; but KING still remains at Monte Fort. Now it is not alleged that he suffers any hardships—apart from such as are inevitable in the detention of an old man, infirm in health, in confinement and away from his family. But the

case has dragged on for nearly ten months now, and the sympathy of foreign residents in China, "and indeed," as our correspondent writes, "of all friends of justice," cannot be withheld from the unfortunate prisoner, who is known to be obnoxious to the reactionary party of China for reasons far other than his alleged offence at Shanghai. The Portuguese Government, we feel convinced, is unaware of the injustice which it is committing; but the wrong to KING LIEN-SHAN is all the same as if it were done wittingly. A decision in this long drawn-out case would give general satisfaction, and the Governor of Macao has a chance of doing a service both to Macao and to the mother-country if any action of his should hasten the event.

Last week there was reported, beside the two fatal plague cases, only one case of communicable disease, viz. one of enteric fever in the City of Victoria. This proved fatal.

The P. & O. steamer *Seagull* left Singapore for this port on the 3rd inst. at 3 p.m., with the outward English Mails, and is due here on the 9th inst. at about 1 p.m.

The return of the number of visitors to the City Hall Library and Museum shows that the former institution was visited by 441 non-Chinese and 126 Chinese, the latter by 194 non-Chinese and 2,235 Chinese.

The Bengal Lancers who are wintering up north, as we quoted in yesterday's issue from the *P. & T. Times*, are the single squadron left behind when the other two squadrons returned to Hongkong last month.

We received yesterday evening from Mr. Rounsevel Wildman, U.S. Consul-General, the following typhoon warning, issued from Manila Observatory at 4 p.m. that day:—"Probably depression in China Sea S.W. of Manila between 4th and 14th parallels."

The annual meeting of the International Cotton Manufacturing Co. was held at Shanghai on Thursday last. The serious financial position of the Company was the subject of some discussion, and the question of the management was animadverted on by some shareholders.

At the offices of the Public Works Department yesterday Mr. G. J. W. King offered for competition Kowloon Inland Lot No. 1,112, situated at Ma-Tau-Kok. The lot comprises 5,000 square feet. The upset was \$300 and the price realised was \$320, the purchasers being the Naval Yard contractors, who bought the lot as a site for an overseer's bungalow.

The Mother Superior of the Italian Convent begs to acknowledge with thanks the receipt of the following sums for the extension of the Convent and other necessities for the coming winter:—

Ang. J. do Rosario \$100.00
 Sir John Carrington 25.00
 E. Niedhardt 6.00
 A Friend 5.00

Another performance of *Our Flat* was given in the Theatre Royal last night by the Amateur Dramatic Company. There was again a good attendance, Lady Blaikie and the Maharajah of Biknur being among those present. The performance was in every way as successful as the preceding ones, the rounds of applause and roars of laughter being frequent. The proceeds on this occasion are to be given to the Italian Convent extension fund.

The first foreign paper in Peking is to be called the *China Times*. The manager will be Mr. J. Cowen and the editor Mr. T. Cowen, founder of the *Manila Times*, and formerly connected with the *Hongkong Telegraph*, *China Mail* (not the *Daily Press*, as stated by the *Japan Mail*, *Kobe Chronicle*, and *Japan Times*). He also acted as special correspondent of *The Times* during the China-Japan War, and as special correspondent of the London *Daily News* and Reuter's Agency at that time. The new journal will be printed in seven languages, Chinese, Japanese, English, French, German, Russian, and Italian. The price will be \$10 per annum.

It appears that the paragraph in our Shanghai telegram which appeared in last Friday's issue about Huai Ta-pu, the recently promoted Manchu President of the Board of Rites, should have read as follows:—"Huai Ta-pu is reported dead while proceeding to Hsianfu." The death is stated in a Taiyuanfu telegram to Shanghai to have occurred on the 25th ult. in a small town in Shansi. Huai Ta-pu was going to Hsianfu to take up his new post. It was Huai Ta-pu who tried to prevent a reform memorial of one of his secretaries, Wang Chao, from getting to the Emperor in 1888, and was cashiered for his pains. Huai Ta-pu and Kang Yi, by their exertions, enabled the *coup d'état* to be so swift and successful.

In *Der Oesterreichische Lloyd* Herr Franz Woss advocates the transformation of Peking into a sea-port. This he claims would be inexpensive and of great utility. His proposal is to straighten the winding course of the Peiho, which has gradually silted up all the way, as well as at the mouth; and to construct a suitable canal between Tongku and Peking in place of the four pieces of canal already existing, which communicate with the Peiho, but not with one another, necessitating numerous transhipments. Once regulate the course of the Peiho, making the stream straighter, swifter, and deeper, clear away the bar at the mouth, and you can at once with a well-made canal get junks and gunboats up to Peking. Herr Woss estimates the cost as follow:—\$1,000,000 for the canal; \$1,500,000 to regulate the Peiho; \$1,500,000 on the improvement of Tongku; in all \$4,000,000.

It is reported from Yokohama that a Chinese merchant of that port exported Japanese gold coin amounting to 50,000 yen to Hongkong by the German mail steamer *Stuttgart*, which arrived here on the 27th ult.

The French Red Cross Hospital has been established within the compound of the Seishun Ladies' Seminary at Southern Bluff, Nagasaki. The wounded and invalided soldiers in the hospital at present number 136 in all.

The rat-market in Kobe is booming. Since the price paid by the City authorities has been raised to 2 to 5 sen per head, the number of rats purchased has amounted—in three weeks—to 15,327, against 25,020 purchased between the 27th July and the 23rd October.

The following was reported, beside the two fatal plague cases, only one case of communicable disease, viz. one of enteric fever in the City of Victoria. This proved fatal.

A Japanese contemporary says that the actions of Field-Marshal Waldersee are causing dissatisfaction among the staff-officers of the allied forces. He plans everything in concert with his own officers, while the staff-officers of the other Powers are not consulted.

It is reported from Sasebo that fraudulent transactions have occurred in the Shipbuilding Department of the Japanese Admiralty there, in consequence of which five merchants who have been supplying materials to the Department were arrested on suspicion by the police and handed over to the Naval authorities. It is reported that the amount of money involved is very considerable.

The ice season is now about to set in, the Nippon Yusen Kaisha closed its steamship service on the Newchwang line on the 31st October, and therefore the steamer which left for that port from Kobe on the 23rd ult. will be stopped at Choofo. The service on the Vladivostok line will be closed with the steamer *Yamashiro Maru*, which is to leave Kobe on the 12th inst.

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The *Chugai Shogyo Shimpō*, a Japanese vernacular journal, published a telegram from Shanghai, dated Nov. 22nd, in which it was stated that the Russian Government had addressed a telegraphic message to Li Hung-chang through the Chinese Minister to St. Petersburg, informing him that Russia intended to establish a Russian Administrative Office in Manchuria and to place the district under Russian suzerainty.

A London cablegram states that the steamer *Eve*, which left Portland on October 6th for Vladivostok and Hongkong, has been lost at sea. The *Eve* had aboard 25,000 barrels of flour, valued at \$146,200, and the vessel was worth close on \$200,000. Whether her crew was saved or not is not known as yet. The *Eve* was a new vessel, having been built in 1899. She was formerly the *Waddon* and registered 3,223 tons gross, and 2,088 tons net. She was rated as one of the best vessels plying on the Pacific.

A Kobe telegram to the *N.C. Daily News*, dated the 28th ult., announces the death there from typhoid of Mr. A. C. Sim, long one of the most prominent foreign residents in Kobe. A Scot by descent, he was by occupation a chemist, but he was also prominent in athletic exercises, and a well-known member of the local fire-brigade. Also, to quote one contemporary, "he built yachts and steam-launches and sailed them in all sorts of weather, he was the right hand of Kobe whenever a typhoon struck it, he took contracts for refloating ships when they were stranded, and he refloated them."

A company floated with a view to developing the petroleum industry of Japan was registered on the 15th ult. The approved capital of the concern is 10,000,000 yen, which is contributed by six gentlemen only. Mr. J. W. Copmann, the agent for the Standard Oil Company at Yokohama, holds 9,780,000 yen; Messrs. J. H. Hartig, N. E. Dun, and Kumamoto each 5,000 yen; Mr. Otani Kaisi 150,000 yen; and Mr. Magoshi Kyohoi 50,000 yen. The Directors of the Company are Messrs. J. W. Copmann, N. Edwin Dun, and Otani Kaisi, and the auditors Messrs. Magoshi Kyohoi and J. F. Lowder.

The RECENT TYPHOON.

THE RELIEF OF THE SUFFERERS.

Yesterday at noon a meeting convened by His Excellency the Governor (Sir Henry Blake, G.C.M.G.) was held in the City Hall for the purpose of taking such measures as might be deemed necessary for the relief of the sufferers from the recent typhoon. His Excellency presided and was supported by Sir John Carrington, C. M. G. (Chief Justice), Sir Thomas Jackson, Viscount Snrifford, the Hon. J. H. Stewart Lockhart, C. M. G. (Colonial Secretary), and the Hon. J. J. Keswick. There were also present the Rev. Lady Blake, the High Sheriff of the Maharastra Scindia of Gwalior and of Biknur, the Bishop of Victoria (Dr. Hearst), the Rev. R. C. Cobbold, the Hon. R. E. Kew and W. H. Russell; half-brooks—S. Jenkins, G. Bonnar, and A. Porter; forwards—Lt. Swettenham, R.A.; Lt. Clapham, R.G.A.; Noble, J. J. Wild; and Lt. Brown, R.E.

The motion was put and carried.

His Excellency—I thank you very much for your attendance here to-day. I have no doubt whatever that in a very few days the amount which is necessary will be subscribed.

The Hon. Dr. Ho Kai, in proposing a vote of thanks to His Excellency for taking the matter up on behalf of the Chinese, said the Chinese present would appreciate very much with the Chinese floating population especially, who had suffered in this great disaster. He believed that, as His Excellency had said, the community of Hongkong, both Chinese and European, would have great pleasure in coming to their aid. The only suggestion he had to make was that although the European gentlemen on the committee would not be in a position to know the right appropriation of the fund raised, still it would be much better to lay the responsibility on the whole of the committee, the European gentlemen, acting in concert with the Chinese gentlemen, who no doubt would enlighten them as to the right appropriation. He supposed it was not contemplated that there should be any other public meeting or committee appointed. The committee, he understood, would be charged with the collection of the fund and also with the distribution of the fund when it had been collected.

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SUPREME COURT.

Saturday, 1st December.

IN ORIGINAL JURISDICTION.

BEFORE HIS HONOUR SIR JOHN CARLINGTON, C.M.G. (CHIEF JUSTICE).

HOWARD AND STEPHENS V. THE ATTORNEY-GENERAL.

The Chief Justice gave judgment in this case. The plaintiffs were represented by Mr. J. J. Francis, Q.C. (constructed by Mr. Stephens) and the Attorney-General (the Hon. W. Meigh Goodman, Q.C.) appeared in person, instructed by the Crown Solicitor (Mr. F. B. Bowley).

The Chief Justice said:—In this case the Court is called upon to determine the following issue of law:—“Assuming all the facts stated in the petition to be true and having regard to the provisions of the Praya Reclamation Ordinance, 1889, has the Court jurisdiction to inquire into the proceedings connected with the award referred to in the petition and to set aside the said award and declare it null and void?”

For the purpose of determining this issue I think it will be convenient in the first place to state the facts set out in the petition, in the second place to state the provisions of the Praya Reclamation Ordinance, 1889, so far as they have any bearing on the issue, and, lastly, to state the conclusions to which an examination of the facts and of the ordinance seem properly to lead.

As the facts set out in the petition are to be taken as true I will state them in the form of a narrative, in the same manner as if I were setting forth establish by evidence.

The plaintiffs were until quite recently the Crown lessees and the owners and occupiers as tenants in common of Marine Lot No. 184 in the City of Victoria. There were godowns erected on the lot and the plaintiffs carried on there the business of godown-keepers.

The lot is situated in the western district of the City, and from the time when the Crown lease for it was granted, that is, in 1884, until about April, 1889, it abutted on the north side for a length of 100 feet on the Praya, and was only separated from the sea in the harbour by the Praya. At that point the Praya was about 50 feet wide.

Until the construction of the reclamation works which will be presently mentioned, the sea in the harbour came at all times of the tide to the foot of the sea-wall bounding the Praya, and the plaintiffs were able, at all times of the day and night and at all states of the tide, to bring cargo-boats to the sea-wall, to load and unload goods into and from them, and to convey such goods easily and cheaply from and into their godowns.

About the year 1891 the Governor, acting under the authority of the ordinance already mentioned, commenced to construct an embankment along the Harbour front of the City, from a point to the westward of the plaintiffs' lot to the point to the eastward of it, and to construct a sea-wall, to reclaim and fill in the foreshore and bed of the Harbour between the Praya and the new embankment and sea-wall. These works have been carried on ever since and are still being carried on, and the result of them, as far as the plaintiffs' lot is concerned, has been that the lot has been converted from a Marine lot into an inland lot, it no longer abuts on the Praya or sea road, and no longer has any direct access to the sea, but is separated from it by the old Praya, by a piece of reclaimed land, the property of the Crown, of about 185 feet in width, and by the new Praya and sea-wall, of about 75 feet in width.

During the progress of these works the plaintiffs' access to the sea along the whole front of their lot was seriously impeded and diminished, and they suffered heavy losses in their business as godown-keepers, and upon the completion of the works the lot was seriously depreciated in value by being entirely shut out from direct access to the sea and by being converted from a Marine into an inland lot.

By the diminution of their business during the construction of the works the plaintiffs suffered a loss of about \$25,000, and by the depreciation in value of their lot they suffered a further loss of about \$90,000. Before the commencement of the works the lot, with the buildings thereon, was of the value of about \$200,000 at the least. After the completion of the works in the immediate front of their lot, the plaintiffs were unable to obtain more than \$110,000 for the lot and the buildings thereon, and this depreciation was entirely owing to the conversion of the lot from a Marine into an inland lot.

The plaintiffs were not assenting parties under the provisions of the ordinance to the execution of the reclamation works, and accordingly, acting on their opinion as to the construction of the ordinance which is stated in paragraph 10 of the petition viz., that it is the duty of the Governor to inquire into all cases of loss or damage sustained through the operation of the ordinance by non-assenting Crown lessees affected by the works and to award them such sum of money or such Crown lease of new land as he in his absolute discretion may think sufficient by way of compensation for such loss and damage, they called upon and required the then Acting Governor, Major-General W. Black, C.B., to inquire into the loss and damage sustained by them through the operation of the ordinance. On the 22nd November, 1892, Major-General Black promised to award to the plaintiffs the sum of \$15,000 by way of compensation for the loss and damage sustained by them by reason of the execution of the works. But Major-General Black did not make any proper inquiry into the plaintiffs' claim or into their loss and damage; he did not hear the plaintiffs, by themselves or by their counsel, in support of their claim; he gave them no opportunity of calling evidence to prove their loss and damage; he allegedly and improperly received evidence put in by the Government in opposition to their claim, without giving them any opportunity of knowing what that evidence was or of contesting it; he took evidence in their absence and behind their backs; and finally his so-called award was not in accordance with such evidence as was put before him, he wholly disregarded it, and awarded to the plaintiffs a much less sum than they appeared to be entitled to on the evidence.

These are the allegations of fact on which the plaintiffs found their claim for relief. The relief asked for is that the award of the Acting Governor, Major-General Black, may be set aside and may be declared by the Court to be null and void.

I proceed in the next place to examine the provisions of the ordinance under which the works which the plaintiffs allege have caused loss and damage to their property were executed. The ordinance is numbered 10 of 1889, and it was enacted on the 10th May, 1889. Its title is “An ordinance to carry out a scheme for the reclamation of the foreshore opposite the City of Victoria.” The preamble is in the following terms:—

“Whereas, the foreshore of the harbour of Victoria is in process of sifting up to the detriment of the health and commerce of the Colony, and it is expedient to put a stop to such process and to provide a deep water frontage; and whereas the area of level land for building and for roads and quays and open spaces along the sea front of the City of Victoria is insufficient

to meet the growing wants of the Colony, and it is expedient to enlarge the same.”

By section 2 it is declared that “the works authorised by the ordinance and all works for the effectual and convenient carrying out of the same are works for the improvement of the Colony and for a ‘public purpose’ within the meaning of that term as contained in the Crown leases of lands in the Colony.”

Section 3 provides that it shall be lawful for the Governor to carry out the authorised works according to the approved plans. It also provides for deviations from the plans, for the immediate commencement and continuance of the works, and for the necessary staff and plant for carrying them out.

Section 4 describes the works authorised by the ordinance. They are as follows:—

(a.) The making of an embankment along the harbour front of Victoria and upon the bed or foreshore of the Harbour, with all necessary and convenient subsidiary works;

(b.) The making upon the embankment of a public roadway and the widening of the present Praya roadway; and

(c.) The reclaiming and filling up of the foreshore and bed of the harbour lying between the present Praya wall and the intended embankment.

By section 5 it is given to the Governor to remove all obstructions to the works, as in his judgment may be necessary.

Section 6 deals with the reclaimed land and the land occupied by the present Praya roadway and wall along the line of the reclamation. These lands are declared to be the property of the Crown and to be subject to the disposition of the Governor in the same way as other Crown lands, and all private property, rights, and easements in or in relation to them or in relation to any wharf, etc., thereon are declared to be absolutely extinguished and determined.

The provisions of section 7 are long and somewhat complicated, but they are very material for the purposes of the present case. There is in the first place a preamble in which it is recited that the Crown lessees whose lands are along the line of the proposed reclamation, or the majority of them, have declared their readiness to contribute to the cost of the works provided by the Governor will grant to them Crown leases of such equitable proportion of the reclaimed land as may be available, having regard to public requirements for roads, etc., and to the claims of the lessees as between themselves. It is further recited that the cost of the works is to include a sum not exceeding \$5,000 for preliminary expenses, a sum not exceeding \$150,000 by way of compensation to owners and occupiers of wharves and piers along the line of the proposed reclamation, and a sum not exceeding \$105,000 for the purchase of certain specified land in course of reclamation. Provision is made as follows:—

(i.) For the making and depositing at the Land Registry Office of a plan showing in detail the portion of the proposed reclamation assigned to lessees in respect of their lots of land, and the plan is to have annexed to it a Schedule containing a list of the lessees and the approximate contribution required from each of them in respect of the cost of his portion of the reclamation;

(ii.) For the notification of the deposit of the plan and the publication of the Schedule, and for the signification in writing within two months thereafter by lessees who are desirous of entering into the agreement hereinafter mentioned of their acceptance of the portions of land assigned to them on the plan and of their intention to enter into an agreement;

(iii.) For authorising the Governor, if he thinks fit, within one month from the expiration of the above-mentioned two months, to enter into an agreement, in the form contained in the Schedule to the ordinance, with the lessees individually who have signified their acceptance and intention as above mentioned, and for authorising the Governor to dispose of the reclaimed land in accordance with the agreements;

(iv.) For rectifying errors in the quantity or area of land agreed to be granted; and

(v.) For limiting (subject to sub-section vii.) the liability of each lessee to the actual cost of the reclamation of the land agreed to be granted to him and of the authorised works in connexion therewith.

The next sub-section is very material. It is in the following terms:—

(vi.) In case any lessee shall not signify his acceptance in the manner and within the time provided in sub-sections (ii) and (iii) of this section he shall have no claim to any compensation in respect of any depreciation of his lot by reason of the said works, but the Governor may if he thinks fit award to him such a sum of money or such a Crown lease of new land as he may in his absolute discretion may think sufficient by way of compensation for such loss and damage, they called upon and required the then Acting Governor, Major-General

W. Black, C.B., to inquire into the loss and damage sustained by them through the operation of the ordinance. On the 22nd November, 1892, Major-General Black promised to award to the plaintiffs the sum of \$15,000 by way of compensation for the loss and damage sustained by them by reason of the execution of the works. But Major-General Black did not make any proper inquiry into the plaintiffs' claim or into their loss and damage; he did not hear the plaintiffs, by themselves or by their counsel, in support of their claim; he gave them no opportunity of calling evidence to prove their loss and damage; he allegedly and improperly received evidence put in by the Government in opposition to their claim, without giving them any opportunity of knowing what that evidence was or of contesting it; he took evidence in their absence and behind their backs; and finally his so-called award was not in accordance with such evidence as was put before him, he wholly disregarded it, and awarded to the plaintiffs a much less sum than they appeared to be entitled to on the evidence.

These are the allegations of fact on which the plaintiffs found their claim for relief. The relief asked for is that the award of the Acting Governor, Major-General Black, may be set aside and may be declared by the Court to be null and void.

I proceed in the next place to examine the provisions of the ordinance under which the works which the plaintiffs allege have caused loss and damage to their property were executed. The ordinance is numbered 10 of 1889, and it was enacted on the 10th May, 1889. Its title is “An ordinance to carry out a scheme for the reclamation of the foreshore opposite the City of Victoria.” The preamble is in the following terms:—

“Whereas, the foreshore of the harbour of Victoria is in process of sifting up to the detriment of the health and commerce of the Colony, and it is expedient to put a stop to such process and to provide a deep water frontage; and whereas the area of level land for building and for roads and quays and open spaces along the sea front of the City of Victoria is insufficient

deliberately excluding the ordinary jurisdiction of the Courts in respect of claims of that kind. This was the view taken of the effect of the ordinance, in the case of Ryrie v. The Attorney-General which was decided by the Full Court in 1890. In that case the plaintiff, as trustee for the City Hall, sought an injunction to restrain the Government from proceeding with the reclamation works in front of the marine lot on which the City Hall stands, on the ground that the effect of the reclamation would be to interfere with his right of access and proximity to the sea, convert his holding into an inland lot, and thus diminish the value of his property. The Court refused the injunction asked for on the ground that, apart from the ordinance, the plaintiff was not entitled to an injunction but only to damages. On the question of the effect of the ordinance Russell, C.J., made the following observations:—“But apart from the merits of this particular case, whatever may be the rights of this or any other marine lot-holder, the jurisdiction of this Court is ousted by the Praya Reclamation Ordinance. The Legislature has, by sec. 7, sub-sec. 6, enacted that the language of this latter section lends considerable support to the view put forward for the plaintiff as to the proper construction of section 7 (vi). Section 8 reads as follows:—‘2. Except as is provided in this ordinance, no marine lot-holder or other person shall be entitled as against the Crown to damages or compensation for the depreciation or injurious affecting of his property or business caused by or resulting either directly or indirectly from, any of the said works.’ It is said that the effect of this language is to convey a clear implication that section 7 (vi) ‘provides’ that a non-assenting lessee ‘shall be entitled as against the Crown to damages or compensation for the depreciation or injurious affecting of his property or business’ by the works. But, in my opinion, the language of this enactment can receive its proper construction without making it refer to section 7 (vi) and so, as I think, straining the language of that enactment to a sense which it was not intended to bear. For a reference to the recitals in the early part of section 7 will show that it was agreed that a sum not exceeding \$100,000 was to be charged to the cost of the works by way of compensation to owners and occupiers of wharves and piers along the line of the proposed reclamation. This sum is ‘definitely appropriated by way of compensation to this class of persons in respect of their injured interests, and I presume it may be taken for granted that this appropriation formed part of the compact or arrangement by virtue of which the works came to be executed. The title of this class of persons to this sum was complete, subject, of course, to a proper apportionment of it amongst the individual members of the class. It is probable that some members of this class were ‘marine lot-holders,’ at any rate, if they were not so they were ‘other persons’ within the meaning of section 8. Here there is the exception ‘provided by the ordinance’ to the general rule established by the ordinance that persons whose interests are injuriously affected by the works are not to be entitled to compensation for such injurious affecting. Even if there had not been this specific exception to which the opening words of section 8 can be taken to refer, I very much doubt whether the words in that section which refer to title to compensation are sufficiently clear and wide in their scope to control the construction of section 7 (vi) so as to convert a mere moral claim to consideration and relief into a legal title to compensation, whether by arbitration or otherwise.”

With regard to this decision, it must be admitted on the part of the plaintiffs that the general jurisdiction of the Court in respect of wrongs caused by the construction of the works is taken away by the ordinance, and to take the particular case now before the Court, that non-assenting Crown lessees have no right of direct recourse to the Court in respect of any depreciation in value which may be occasioned to his lot by the execution of the works. But it is argued that, while this is so, and such a lessee is therefore left without his ordinary remedy, he is provided with a special remedy for redress of his wrongs. This special remedy, it is said, consists in the establishment of a procedure by way of an analogous to arbitration by which his loss may be inquired into and compensated for it awarded. The Governor, it is said, is constituted arbitrator in such a case and the duty is laid on him of inquiring into the case of the aggrieved lessee and of awarding him compensation for his loss and damage. It was very properly admitted by the Attorney-General that, if the Governor is indeed an arbitrator under the ordinance, some of the things which are stated to have been done by the Acting Governor cannot be supported, and the Court will be justified in interfering in the exercise of its general jurisdiction over subordinate tribunals. But the question is, Is it really true that the Governor is constituted by the ordinance an arbitrator, in the ordinary sense of that word, for the purpose of inquiring into the claims of injured lessees and of assessing and awarding compensation in respect of their loss and damage? It seems to me that this question must be answered in the negative. I will state shortly the reasons which have led me to form this opinion.

A good deal of stress was laid by Mr. Francis, counsel for the plaintiffs, on the use of the word “award” in section 7 (vi). It was said that the word is a term of art and imports a quasi-judicial inquiry and determination and that it must be taken that the Legislature employed it in this technical sense, which is also its ordinary sense. It is true that this is the primary significance of the word, but it is equally true that the word is often used in a more general sense as meaning “to allow; to allot; to yield.” It appears to me that an examination of the whole of the context shows that in section 7 (vi) the word “award” is used in the general and not in the special or technical sense. It will be noticed from the passage quoted above that Russell, C.J., in his judgment speaks of “an equitable allotment or [use] of compensation for injury.”

There are, in my opinion, several serious difficulties in the way of holding that section 7 (vi) of the ordinance establishes a procedure by way of arbitration, with the Governor as arbitrator, for awarding of compensation in cases such as the one now before the Court.

In the first place there is no machinery of arbitration provided, either by express enactment or by the familiar method of incorporating the provisions of other statutes relating to arbitration. Nothing is said about the aggrieved lessee preferring his claim for loss or damage within a prescribed time to a prescribed person, or in a prescribed manner. Nothing, again, is said about the Governor inquiring into such loss or damage, whether on a formal claim preferred or otherwise. Supposing that he does so inquire, the enactment is silent as to the right of the aggrieved person to appear before him or to submit evidence to him in support of his claim. Further, an arbitration implies a proceeding by two parties before an arbitrator or umpire, but there is no indication as to who the party other than the aggrieved lessee may or should be. Still further, the provision that the Governor may, if he thinks fit, award the aggrieved lessee such a sum of money or such a Crown lease of new land as he may in his absolute discretion may think sufficient as compensation is inconsistent with the idea of arbitration, because in a proceeding by way of arbitration, the award is not made if the arbitrator or umpire thinks fit, but it must be made, nor is it made according to the absolute discretion of the arbitrator or umpire but it must be made according to the very right of the master. And in the last place it is not likely that the Legislature would be guilty of so grave a departure from custom and precedent as to constitute as sole arbitrator an officer who is charged with the execution of the works, whose sympathies must almost necessarily be with the officers engaged in carrying out the works and against the non-assenting lessees, and who also will naturally be reluctant to make too heavy claims on the Treasury for the benefit of aggrieved lessees.

Two other observations of a similar purport suggest themselves. In the first place I am inclined to think that the words used in section 7 (vi), namely, that a non-assenting lessee shall have no claim to any compensation by reason of any depreciation of his lot by reason of the works, are so clear and absolute in their signification as to extinguish not only the right of obtaining compensation by the direct award of a court of justice but also the right of obtaining it by the award of an arbitrator or in any other way. The right is wholly taken away and there is substituted for it the chance of obtaining compensation by the grace of the Governor. Compensation is to be recovered, if at all, not *ex debito justitia* but *ex gratia*.

The Attorney-General said he had prepared a very elaborate argument which, he thought, would have had the result of a verdict in his favour with costs, but he never had an opportunity of putting before the Court his view. The actual facts were all on record. A mandamus was applied for in the previous action for the Court to order Sir William Robinson to take into consideration and investigate the claim. His learned friend argued in favour of that.

The Attorney-General said he had prepared an argument in reply, but owing to pressure of business the Court did not continue the hearing, and in the meantime Sir William Robinson had gone. Thereupon Mr. Francis asked that instead of Sir William Robinson Major-General Black's name be inserted. His reply to that was that the court could not be asked to grant a mandamus until the person to whom the mandamus was to be issued had refused to do the thing he had been asked to be made to do, and Major-General Black had never been asked to make any award. It was left in that way. He contended that in that case the proceedings were absolutely unnecessary; they came to nothing.

His Lordship said:—There is not enough before me to induce me to depart from my finding, but I will express this opinion:—Supposing the issues of fact had been tried before the issues of law had been tried and determined, and you had proved to me that your allegations were well founded, I should not have awarded the costs to the defendants. But on the issue of law as now decided, I must give the defendant his costs. I think the best course will be to submit the matter to the Governor.

In the next place it may be pointed out that if the Court were to hold that it has jurisdiction to inquire into the Governor's proceedings in dealing with the case of a non-assenting lessee, it would be going a long way to defeat the main intent of the Legislature by assuming indirectly a jurisdiction the direct exercise of which the Legislature has forbidden in very clear and definite terms.

So much for the construction of section 7 (vi).

Both in itself and in the light of the other provisions of the ordinance, apart from section 8. But it is urged on behalf of the plaintiffs that the language of this latter section lends considerable support to the view put forward for the plaintiff as to the proper construction of section 7 (vi).

Section 8 reads as follows:—“2. Except as is provided in this ordinance, no marine lot-holder or other person shall be entitled as against the Crown to damages or compensation for the depreciation or injurious affecting of his property or business caused by or resulting either directly or indirectly from any of the said works.”

It is said that the effect of this language is to convey a clear implication that section 7 (vi) “provides” that a non-assenting lessee “shall be entitled as against the Crown to damages or compensation for the depreciation or injurious affecting of his property or business” by the works.

But, in my opinion, the language of this enactment can receive its proper construction without making it refer to section 7 (vi) and so, as I think, straining the language of that enactment to a sense which it was not intended to bear. For a reference to the recitals in the early part of section 7 will show that it was agreed that a sum not exceeding \$100,000 was to be charged to the cost of the works by way of compensation to owners and occupiers of wharves and piers along the line of the proposed reclamation. This sum is “definitely appropriated by way of compensation to this class of persons in respect of their injured interests, and I presume it may be taken for granted that this appropriation formed part of the compact or arrangement by virtue of which the works came to be executed. The title of this class of persons to this sum was complete, subject, of course, to a proper apportionment of it amongst the individual members of the class. It is probable that some members of this class were ‘marine lot-holders,’ at any rate, if they were not so they were ‘other persons’ within the meaning of section 8. Here there is the exception ‘provided by the ordinance’ to the general rule established by the ordinance that persons whose interests are injuriously affected by the works are not to be entitled to compensation for such injurious affecting. Even if there had not been this specific exception to which the opening words of section 8 can be taken to refer, I very much doubt whether the words in that section which refer to title to compensation

NEW ADVERTISEMENTS

LOST, in or near City Hall, CAIRNGORM STONE and SETTING of HIGH-LAND DIRK. Finder will be rewarded. Apply—

D. M. M.
Care of Daily Press Office,
Hongkong, 4th December, 1900. [3055]

GOVERNMENT NOTIFICATION.

No. 664.

INFORMATION has been received from the MILITARY AUTHORITIES that ARTILLERY PRACTICE will take place as under—

On 12th, 13th, 18th and 19th December, 1900, from North Point in Northly and North-Easterly directions.

On 10th, 11th and 21st December, 1900, from Lyemun in North-Easterly, Easterly and South-Easterly directions.

On 14th and 20th December, 1900, and 18th January, 1901, from Stone Cutters' Island in Westerly and South-Westerly directions.

On the 3rd, 5th and 17th December, 1900, 9th, 11th and 16th January, 1901, from Belcher's in Northly and North-Westerly directions.

All ships, junks and other vessels are cautioned to keep clear of the ranges.

The inhabitants of the houses near Belcher's and at Stone Cutters' Island are warned to keep their glass windows open, during the practice, and the people working in the vicinity of Belcher's Batteries are also warned to keep clear of that part which will be indicated by gunners placed on sentry for the purpose.

By Command—
J. H. STEWART LOCKHART,
Colonial Secretary.
Hongkong, 23rd November, 1900. [3052]

GOVERNMENT NOTIFICATION.

No. 649.

THE following Particulars and Conditions of Sale of CROWN LAND by PUBLIC AUCTION, to be held at the Offices of the Public Works Department, on MONDAY, the 10th day of DECEMBER, 1900, at 3 P.M., are published for general information.

By Command—
J. H. STEWART LOCKHART,
Colonial Secretary.
Hongkong, 24th November, 1900. [3053]

Particulars and Conditions of the Letting by Public Auction Sale, to be held on MONDAY, the 10th day of DECEMBER, 1900, at 3 P.M., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of One Lot of Crown Land at Hung Hom, Kowloon, in the Colony of Hongkong, for a term of 75 Years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of Her Majesty the QUEEN for one further term of 75 Years.

PARTICULARS OF THE LOT.

No. of Sale.	Reg. No.	Locality.	Boundary Measurements.	Contents in Square ft.	Annual Rent.	Upset Price.
			N. S. E. W.			
			ft. ft. ft. ft.			
Hung Hom	Hung Hom	Hung Hom				
Island	Island	Island				
Lot No.	Lot No.	Lot No.				
228	Hung	Hung	60' 60' 16' 150' 7,500	80	2,200	

GOVERNMENT NOTIFICATION.

No. 664.

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By Command—
J. H. STEWART LOCKHART,
Colonial Secretary.
Hongkong, 1st December, 1900. [2817]

Particulars and Conditions of the Letting by Public Auction Sale, to be held on MONDAY, the 10th day of DECEMBER, 1900, at 3 P.M., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of One Lot of Crown Land at Ma-Tau-Wei, Kowloon, in the Colony of Hongkong, for a term of 75 Years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of Her Majesty the QUEEN for one further term of 75 years.

PARTICULARS OF THE LOT.

No. of Sale.	Reg. No.	Locality.	Boundary Measurements.	Contents in Square ft.	Annual Rent.	Upset Price.
			N. S. E. W.			
			ft. ft. ft. ft.			
Kowloon	Kowloon	Kowloon				
Island	Island	Island				
Lot No.	Lot No.	Lot No.				
1,118	Ma-Tau-Wei	30' 30' 60' 60' 1,800	14	90		

PUBLIC AUCTION.

BY ORDER OF THE SECOND MORTGAGEE.

MR. GEORGE P. LAMMERT has received instructions from the Second Mortgagor to offer for sale by Public Auction,

on WEDNESDAY, the 19th December, 1900, at 3 o'CLOCK P.M., at his Offices, Duddell Street, the equity of redemption of and in

ALL THAT PIECE OR PARCEL OF GROUND situated at Victoria in the Colony of Hongkong and registered in the Land Office as Land Lot No. 932.

The Premises, upon which is erected the mosque, No. 42, D'Aguilar Street, are held for the residue of a term of 999 years from the 26th June, 1843, at the Annual Crown Rent of \$12.00, and are subject to a Mortgage for \$8,500 and interest at the rate of \$6.70 per \$1,000 per Chinese Month.

Particulars and Conditions of sale may be obtained of

MESSRS. DEACON & HASTINGS,
10, Queen's Road,

Vendor's Solicitors.

and of

MR. GEO. P. LAMMERT,
The Auctioneer.

Hongkong, 4th December, 1900. [3055]

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NEW ADVERTISEMENTS

WANTED, by European, situated as BOOK-KEEPER or ASSISTANT. Four years' Eastern experience. For Particulars, apply to—

A. H. H.
Care of Daily Press Office,
Hongkong, 4th December, 1900. [3055]

TO LET.

N. 2, WEST END TERRACE.

Apply to—
WANG HUNG,
Jeweller,
71, Queen's Road Central, Hongkong.
Hongkong, 4th December, 1900. [3055]

FOR SHANGHAI.

THE Steamship
"LOONGMOON."

Captain Schultz, will be despatched for the above port TO-MORROW, the 5th instant, at 4 P.M.

For Freight or Passage, apply to

EAST ASIATIC TRADING CO.,
Agents.

Hongkong, 3rd December, 1900. [3047]

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR MANILA.

THE Company's Steamship
"LOONGSANG."

Captain Weigall, will be despatched as above on FRIDAY, the 7th inst., at 4 P.M.

This Steamer has superior accommodation for First Class Passengers, is fitted throughout with Electric Light, and carries a Doctor.

For Freight or Passage, apply to

JARDINE, MATHEWS & CO.,
General Managers.

Hongkong, 3rd December, 1900. [3048]

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR KOBE.

THE Company's Steamship
"ONSANG."

Captain Young, will be despatched as above on SATURDAY, the 8th inst., at 3 P.M.

For Freight, apply to

JARDINE, MATHEWS & CO.,
General Managers.

Hongkong, 3rd December, 1900. [3049]

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR SANDAKAN.

THE Company's Steamship
"MAUSANG."

Captain R. Cox, will be despatched as above on MONDAY, the 10th inst., at NOON.

For Freight or Passage, apply to

JARDINE, MATHEWS & CO.,
General Managers.

Hongkong, 3rd December, 1900. [3050]

NORTHERN PACIFIC STEAMSHIP COMPANY.

NOTICE TO CONSIGNEES.

STEAMSHIP "GLENOGLE."

FROM TACOMA, VICTORIA, YOKOHAMA, KOBE AND MOJI.

THE above Steamer having arrived, Consignees of Cargo are hereby requested to send in their Bills of Lading for countersignature, and to take immediate delivery of their Goods from alongside.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

DODWELL & CO., LIMITED.

Agents.

Hongkong, 2nd December, 1900. [3051]

STEAMSHIP "OCEANIE."

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE.

CONSIGNEES of Cargo from London ex s.s. "Munificia" in connection with above Steamer, are hereby informed that their goods, with the exception of Opium, Treasures and Valuables, are being landed and stored at their risks into the Godowns of the Hongkong and Kowloon Wharf and Godown Co., Limited, at Kowloon, whence delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on unless intimation is received from the Consignees before 4 P.M. TO-DAY (MONDAY), requesting it to be landed here.

Bills of Lading will be countersigned by the Undersigned. Goods remaining unclaimed after MONDAY, the 10th instant, at NOON, will be subject to rent and landing charges.

All claims must be sent in to me or before the 10th instant, or they will not be recognized.

All damaged packages will be examined on MONDAY, the 10th instant, at 3 P.M.

No Fire Insurance has been effected.

G. DE CHAMPEAUX,
Agent.

Hongkong, 3rd December, 1900. [2975]

EOTHEN MARK LODGE, NO. 264.

A MEETING of EMERGENCY of the EOTHEN MARK LODGE will be held at the FREEMASONS' HALL TO-NIGHT (TUESDAY), the 5th December, at 5 for 5.30 P.M. precisely. Visiting Brethren are cordially invited to attend.

Hongkong, 1st December, 1900. [3026]

PUBLIC COMPANY.

A. S. WATSON & CO., LIMITED.

NOTICE TO SHAREHOLDERS.

A INTERIM DIVIDEND on account of the year 1900, at the Rate of Fifty Cents per Share (or Five per cent. on the Capital of the Company) will be PAYABLE at the Hongkong and Shanghai Bank, Hongkong, on and after the 28th instant, on Warrants to be obtained from the Undersigned. Local Shareholders are requested to apply at the Company's Office for their Warrants.

The DIVIDEND will also be PAYABLE at the Hongkong and Shanghai Bank, Shanghai, on presentation of Warrants there, on and after the same date.

The REGISTER of SHARES will be CLOSED from WEDNESDAY, the 21st instant until FRIDAY, the 30th instant, both days inclusive, during which period no Transfer of Shares can be registered.

By Order—

A. H. MANCELL,
Secretary.

Hongkong, 9th November, 1900. [3043]

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PUBLIC COMPANIES

A. S. WATSON & CO., LIMITED.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that an EXTRA-ORDINARY GENERAL MEETING of the above Company will be held at the Company's Office, Queen's Road Central, Victoria, Hongkong, TO-DAY (TUESDAY), the 4th day of December at TWELVE O'CLOCK NOON, when the subjoined Resolution will be proposed.

Should the Resolution be passed, it will be submitted for confirmation as a Special Resolution to a Second Extraordinary General Meeting which will be subsequently convened.

RESOLUTION—

"That the Regulations approved by this meeting and for the purposes of identification subscribed by the General Manager be and the same are hereby approved. And that the Regulations be and they are hereby adopted as the Regulations of the Company to the exclusion of all existing Regulations thereof."

By Order—

A. H. MANCELL,
Secretary.

HONGKONG BUSINESS DIRECTORY.

AUCTIONEERS, &c.

PAUL BREWITT.
2 Zetland Street, Auctioneer, Appraiser and Commission Agent.

HUGHES & HOUGH.
Auctioneers to the Government, and Share and General Brokers, corner Ice House Street and Praya Central.

V. I. REMEDIOS.
Auctioneer, Appraiser and Agent, 8 Queen's Road Central.

BOARD AND LODGING
THIS SPACE IS RESERVED FOR THE WESTERN HOTEL

BOOKBINDING
"DAILY PRESS" OFFICE.
The only office in China having European taught workmen. Equal to Home Work.

BOOKSELLERS AND STATIONERS
W. BREWER & CO.
Printers, Bookbinders and Account Book Manufacturers, 23 and 25, Queen's Road (under Hongkong Hotel).

BUILDERS

KANG ON.
Contractor, 39, D'Aguilar Street. Local and Const. Port Buildings, Timber, Brick and Granite.

Mechanics encouraged. Estimates given.

CHEMISTS DRUGGISTS, &c.

THE PHARMACY.
10, Queen's Road Central. Family and Dispensing Chemists, Wines, Spirits and Cigars.

THE VICTORIA DISPENSARY.
Chemists and Druggists, High-class Aerated Waters, Dealers in Photographic Requisites, Queen's Road.

WATKINS, LTD. APOTHECARY'S HALL, 66, Queen's Road Central, Cigars, Aerated Waters, Wines, Beers, Spirits, etc.

CURIO DEALER

KWONG KUNG.
China Porcelain, Crockery Ware, 59a, Queen's Road Central.

DENTISTS

WONG HOMI.
Surgeon Dentist, 50, Queen's Road Central.

WONG TAT FONG.
Surgeon Dentist, 24, Bank Buildings, Opposite Hongkong Hotel.

DRAPERS

EBRAHIM ELIAS & CO.
Milliners, Silk Merchants, Haberdashers. Low Prices; 37, 39, Wellington Street.

SEE WOO.
Tailor, Draper and Outfitter; 67 and 69, Queen's Road.

FLOUR

SPERRY FLOUR COMPANY.
Proprietors of the following Celebrated Brands of Flour:— "Sperry's," "Golden Gate," "Pioneer," "Buckeye," "Anchor," &c.

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A CHEE & CO., Established 1859.
Every Household Requisite. Depot for Eastman's Kodak Films and Accessories; 17a, Queen's Road Central.

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Cabinet-maker, Furniture Dealer, Art Decorator and Dealer, 17, Queen's Road.

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Sub-agents: LIPTON, LTD., 8 and 10 D'Aguilar Street. Provision and General Merchants.

JEWELLERS

KANG LEE & CO.
Jewellers, Gold and Silversmiths, Watchmakers, Japanese Curios and Blackwood Furniture. Opposite Post Office, 36, Queen's Road Central.

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Diamond Merchants and Watchmakers, 46, Watson's Building, Queen's Road. Also at Shanghai, Manila, Paris and Iloilo.

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Gold and Silversmiths, Silk Dresses, Crêpe Shawls, Ivory, Lacquerware, Fans, Curios, Bristles, Human Hair, Feathers, etc. 88, Queen's Road Central.

THE LIGHT OF THE FUTURE

EASTERN ACETYLENE LIGHTING COMPANY, Head office, 62a, Queen's Road Central. Fittings of every description for the ACETYLENE LIGHT at lowest rates.

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The largest and most complete Studio in Hongkong. Established 1859. Views, Enlargements, Ivory Miniatures, Oil Paintings, &c.; Ice House Street.

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Enlarging, Developing, Printing, Moderate Rates. 20a, Queen's Road East.

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Ice House Street, Top Floor. Permanent Enlargements, Groups, Views, etc.; Development Works, Amateurs' Requisites.

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Bronze and Crayon Enlargements. Work done for Amateurs; 8a, Queen's Road, Cl.

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Marine and Portrait Painter, 50, Queen's Road, Upstairs.

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Japanese Photographer, 14, Beaconsfield Arcade, Queen's Road Cl., also Wan Chai Amateurs' Requirements a Specialty.

PRINTING

"DAILY PRESS" OFFICE.
Proofs read by Englishmen.

SILK GOODS DEALERS

TEUMUL POUHUSING.
Dealer in Chinese, Indian and Japanese Goods, Silks, Woollen and Cashmere Shawls and other Silky Goods; 4, D'Aguilar Street, First Floor.

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Wholesale and Retail Importers and Exporters, India, Chinese and Japanese Silks, Cashmere Shawls and Ceylon Lace; 46, Queen's Road Cl.

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Exporter of Real Hand-made Torchon Lace in Silk, Linen and Cotton, Grasscloth and Silk Embroideries, Hand-made Silk and Linen LACE Curtains made to order; 17, Queen's Road, Central.

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Navy Contractors, Ship Chandlers, Sailmakers, Provision and Coal Merchants, Praya Central, next Hongkong Hotel.

BISMARCK & CO.
Navy Contractors, Ship Chandlers, Provision and Coal Merchants, Sailmakers, &c.; Fresh-Water supplied to Vessels in the Harbour.

KWONG-SANG & CO.
Shipchandlers, Sailmakers, Hardware, Engineer Tools, Brass and Iron Merchants; 14a, Ies Vieux Road.

MORE & SELMUND.
Shipchandlers, Sailmakers, Riggers, Commission Agents and General Storekeepers; 44 and 45, Praya Central.

TAILORS

R. HAUGHTON & CO.
Naval, Military and Court, 16, Queen's Road, Opposite Kuhn's Curio Store.

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Outfitters, Shirt Makers, Hatters, Hosiers, Drapers, 85, Queen's Road, Central.

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Outfitters, Piece Goods, Underwear, Shoes, Hats, Silk Handkerchiefs; Opposite Post Office, Queen's Road Central.

TOBACCONISTS

D. S. DADY BURJOR, "LOS FILIPINOS."
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Wholesale and Retail Havana and Manila Cigars, Silk Merchants, Haberdashers, Fancy Goods, Agents.

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CODE WORD: "DOCK," NAGASAKI.
A.I. A.B.C., Scotts and Engineering Codes Used.

DOCK No. 1 (at TATEGAMI).
Extreme Length 523 feet.
Length on Blocks 513 ..
Width of Entrance on Top 89 ..
Width of Entrance on Bottom 77 ..
Water on Blocks at Spring Tide 264 ..

DOCK No. 2 (at MUKAIJIMA).
Extreme Length 371 feet.
Length on Blocks 350 ..
Width of Entrance on Top 66 ..
Width of Entrance on Bottom 53 ..
Water on Blocks at Spring Tide 22 ..

PATENT SLIP (at KOSUGI).
Can take vessels up to 1,000 tons gross.

THE WORKS are well equipped with the LATEST IMPROVEMENTS and can execute any kind of work in SHIPBUILDING and MARINE ENGINEERING as well as in REPAIRING OF SHIPS.
The COMPANY has POWERFUL SALVAGE PLANT READY at SHORT NOTICE.

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Dealers in PEARLS, DIAMONDS, CURIOS, JADESTONWARE, CARVED IVORYWARE, SILKS, and GRASS CLOTHES.

GENERAL EXPORTERS.

We beg to inform the Ladies and Gentlemen of this Colony that we commenced Business on the 11th April, 1899, and we solicit their kind patronage.

Nos. 1 & 3, D'AGUILLAR STREET.
Behind Hongkong Dispensary.

BOMBAY-BURMAH TRADING CORPORATION, LIMITED, BANGKOK AND RANGOON.

TEAK SQUARES, PLANKS, BOARDS and SCANTLINGS, PLANED, TONGUED, and GROOVED BOARDS, FOR FLOORING, CEILING, WALLING, &c. TEAK SHINGLES FOR ROOFING. PINKADORE RAILWAY SLEEPERS for all GAUGES.

Rates Supplied and Orders Booked by JARDINE, MATHESON & CO.
Hongkong, 3rd May, 1895.

CHINESE MARITIME CUSTOMS AND THE ALLIED POWERS.

THE IMPORT OF ARMS.

The *Ostasiatische Lloyd* in a recent issue had an interesting article on the Chinese Maritime Customs and the Allied Powers, of which the following is a translation:—

"Repeatedly we have pointed out that the administration of the Maritime Customs is remitting considerable amounts to the Imperial Court at Hsian-fu. Only by these means is the Court in a position to pay the Chinese troops. We are far from blaming the Customs Office on account of these remittances. The Maritime Customs is a Chinese body, and must obey the orders of their Government. But it is a question if it is to the interest of the Allied Powers that these Customs receipts should be used for the purpose of a Government with which they are actually at war. For some reasons it may of course be still desirable to formally preserve the fiction that the Powers are not at war with China, but have only intervened in Chinese affairs in order to re-establish order in the interests of their subjects. But for months the Allied troops have no longer been fighting against a rebellious rabble but against regular troops of the legitimate Chinese Government, which to a large extent draw the means for the continuation of the fight from the Maritime Customs. This seems to us an untenable state of affairs.

"We go a step further and maintain that the doings of the Chinese Maritime Customs at present are of exceeding menace to the Allied Powers. All civilised States have placed interdicts upon the export of arms and ammunition to China, and their war vessels have taken steps to prevent the importation of contraband of war. But we regret to state that this control is ineffective. For weeks and months a continued import of war-material from Japan to Shanghai has taken place, and the goods have been passed by the Maritime Customs. The article in question consists mainly of half-finished gun-barrels. The inner drilling is completed, only the outside of these 'iron tubes,' under which name they are declared in passing the Customs, having yet to be finished. It is well known that such half-finished gun-barrels have been imported by the Chinese arsenals for years in large quantities and afterwards worked up into serviceable weapons. While we are aware that the European firms who formerly supplied such 'iron tubes' to the Chinese Government have of late declined to execute such orders, it is asserted that a Japanese firm in Shanghai still receives Japanese steamer such falsely-declared gun-barrels from Japan. The Maritime Customs is supposed only to admit goods suspected of being contraband of war after being passed by the Consul of the responsible Power as admissible. But even the most careful Consul may give permits to objectionable goods, if they still under false colours. That in the case mentioned the Japanese Consul-General has not had the slightest suspicion of the real nature of these goods is to us beyond doubt, and doubtless in future he will be particularly watchful. Neither would we blame the Chinese Maritime Customs if they knowingly allowed gun-barrels to land as 'iron tubes'; they have only the interests of China to regard, and it is of course in their interest that her arsenals should be supplied with material for the manufacture of arms. But there remains the question whether this is also to the interest of the Allied Powers. We believe the contrary to be the case. If we cannot be found to convince the trade-supervisor of the southern ports that under present circumstances it is his duty to prevent the importation of contraband of war, then it seems to us that only one thing will effectively protect the interest of the Powers, and that is the seizure of the Customs offices. The administration of the Maritime Customs would then have to go into the hands of a committee which would take care that neither contraband of war is imported nor that the revenues of the Customs are used for purposes which are diametrically opposed to the interests of the Powers."

THE only FIRST CLASS HOTEL in the Colony. Moderate terms by the day or month. European Management.

MACAO is distant 40 miles West of Hongkong and the journey is made each day (Sundays excepted) by the Magnificent Saloon Steamer "HEUNGSHAN" in 3 hours, leaving Hongkong at 2 p.m., and Macao at 8 a.m.

Connection made by Company's Steamer to and from Canton.

TRUEISTS should not miss the chance of visiting this famous old City.

For Terms, apply

MANAGER.
Telegraphic Address, "Boavista."

THE BOA VISTA HOTEL, MACAO.

ONE LARGE ROOM, THIRD FLOOR, QUEEN'S BUILDINGS, 20, DES VŒUX ROAD CENTRAL. ROOMS on 2ND FLOOR.

TOP FLOOR of the GODOWN No. 2A, BLUE BUILDINGS.

Apply to—

LINSTEAD & DAVIS.

Hongkong, 1st December, 1900.

TO LET.

FROM the 15th DECEMBER, 1900.

UGINSLAND EAST, PEAK ROAD, EIGHT-ROOMED HOUSE.

Apply to—

ARNHOLD, KARBERG & CO.

Hongkong, 17th November, 1900.

TO LET.

THE HONGKONG LAND INVESTMENT & AGENCY CO. LTD.

Hongkong, 9th October, 1900.

TO LET.

From the 1st December Next.

NO. 6, RICHMOND TERRACE.

INGLEWOOD.

A FIVE ROOMED HOUSE, with TENNIS COURT.

Apply to—

HUMPHREYS ESTATE AND FINANCE CO. LIMITED.

Hongkong, 31st October, 1900.

BOARD AND RESIDENCE.

M. S. GILLIANDERS.

"GLENWOOD," 21, CAINE ROAD.

Hongkong, 20th September, 1900.

TO LET.

THE FINEST HOTEL in the East. Rooms on

Suite. Every Room with Private Bathroom attached. Cuisine under two French Chefs.

CURRIES A SPECIALITY

Every Home Comfort.

Electric Bells throughout the Hotel.

VESSELS ON THE BERTH

U.S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

VIA INLAND SEA OF JAPAN AND HONOLULU.

PROPOSED SAILINGS FROM HONGKONG.
CITY OF PEKING (via Shantung, Nagasaki, Kobe, TUESDAY, Dec. 4, Inland Sea, Yokohama) at 3 P.M. and Honolulu) ...

CHINA (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama, at NOON, and Honolulu) ...

CITY OF RIO DE JANEIRO (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama, at NOON, and Honolulu) ...

THE Company's Steamship "CITY OF PEKING" will be despatched for SAN FRANCISCO, via SHANGHAI, NAGASAKI, KOBE, INLAND SEA, YOKOHAMA and HONOLULU on TUESDAY, the 4th December, at 3 P.M.

Steamers of this line pass through the INLAND SEA OF JAPAN, and call at HONOLULU, and passengers are allowed to break their journey at any point on route.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of steamers, and to the principal cities of the United States or Canada. Rates may be obtained on application.

Passengers holding through ORDERS TO EUROPE have the choice of overland Rail routes from San Francisco, including the SOUTHERN PACIFIC, CENTRAL PACIFIC, UNION PACIFIC, DENVER and RIO GRANDE, and NORTHERN PACIFIC RAILWAYS; also the CANADIAN PACIFIC RAILWAY on payment of \$4 in addition to the regular tariff rate.

Passengers holding orders for OVERLAND CITIES in the United States have between San Francisco and Chicago, the option of UNION PACIFIC, DENVER and RIO GRANDE, and other direct connecting Railways, and from Chicago to destination the choice of direct lines.

Particulars of the various routes can be had on application.

Special rates (first class only) are granted to Missionaries, members of the Naval, Military, Diplomatic, and Civil Services, to European officials in service of China and Japan, and to Government officials and their families.

Through Bills of Lading issued for transportation to Yokohama and other Japan Ports, to San Francisco, to Atlantic and Inland Cities of the United States, via Overland Railway, to Havana, Trinidad, and Demerara, and to ports in Mexico, Central and South America, by the Company's and connecting Steamers.

Freight will be received on board until 4 P.M. the day previous to sailing. Parcel Packages will be received at the office until 5 P.M. same day, all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Cargo destined to points beyond San Francisco in the United States should be sent to the Company's Office in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For further information as to passage and Freight, apply to the Agency of the Company, Queen's Building.

J. S. VAN BUREN, Agent, Hongkong, 9th November, 1900. [3]

OREGON AND ORIENTAL STEAMSHIP COMPANY.

IN CONNECTION WITH THE OREGON RAILROAD & NAVIGATION COMPANY.

PROPOSED SAILING FROM HONGKONG TO PORTLAND (OR.) AND SAN FRANCISCO VIA INLAND SEA OF JAPAN, KOBE AND YOKOHAMA.

TAKING CARGO TO JAPAN PORTS, THE UNITED STATES, AND CANADA.

THE Steamship "EVA".

2,088 Tons, Captain Petersen. This Steamship will be despatched on or about 4th instant, and The Steamship

"ADATO".

2,145 Captain J. McIntyre, or about 30th inst. for PORTLAND (OR.) VIA MOJI, KOBE AND YOKOHAMA.

Through Bills of Lading issued to any point in the United States and Canada.

Cargo will be received on board until 5 P.M. the day previous to sailing. Parcel Packages will be accepted at the Office of the Undersigned until the same time. All Parcel should be marked to address in full.

Value of same is required.

Consular Invoices, to accompany cargo destined to points beyond Portland (Or.) should be sent to the Company's Office, addressed to the Collector of Customs, Portland (Or.).

For further information as to Freight rates, &c., apply to

ARNHOLD, KARBERG & CO., Agents, Hongkong, 24th November, 1900. [2965]

Agents.

Hongkong, 23rd November, 1900. [2906]

VESSELS ON THE BERTH

THE CHINA & MANILA STEAMSHIP COMPANY, LIMITED.

FOR MANILA.

THE Company's Steamship

"PERLA".

Captain R. W. Almond, will be despatched as above TO-MORROW, the 5th December, at NOON.

The attention of Passengers is directed to the excellent accommodation provided by this steamer. She is fitted throughout with the Electric Light and is supplied with a Refrigerating Chamber.

A doctor is carried.

For Freight or Passage, apply to

SHEWAN, TOME & CO., General Managers.

Hongkong, 29th November, 1900. [2990]

THE PHILIPPINE TRADING CO., LIMITED

FOR MANILA.

Calling at Cob and Hoile if sufficient indemnity offered.

THE Company's Steamship

"PAX".

Captain Damstor, will be despatched as above on THURSDAY, the 6th instant, at 10 A.M.

For Freight apply to

MELCHERS & CO., Agents.

Hongkong, 1st December, 1900. [3030]

THE OSAKA SHOSEN KAISHA, LIMITED.

FOR SWATOW, AMOY, AND TAIWANFOO.

THE Company's Steamship

"SOBRAON".

Captain L. M. Wibset, R.N.E., carrying Her Majesty's Mails, will be despatched from this for Bombay on SATURDAY, the 8th December, at Noon, taking passengers and cargo for the above ports.

Sails and Valuables, all cargo for France, and Tea for London (under arrangement) will be transhipped at Colombo into a steamer proceeding direct to Marseilles and London; other cargo for London &c., will be conveyed via Bombay with transhipment.

Parcels will be received at this Office until 4 P.M. the day before sailing. The contents and value of all packages are required.

Shippers are particularly requested to note the terms and conditions of the Company's Bills of Lading.

For further particulars, apply to

A. M. MARSHALL, Acting Superintendent.

Hongkong, 26th November, 1900. [1]

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

STEAM FOR SINGAPORE, COLOMBO, AND BOMBAY.

(In close connection with the Company's accelerated line to TRIESTE.)

THE Company's Steamship

"MARIA TERESA".

Captain Rassevich, will be despatched as above on MONDAY, the 10th December, P.M.

For information as to Passage and Freight, apply to

SANDER, WIELER & CO., Agents.

Hongkong, 29th November, 1900. [6]

STEAM FOR SINGAPORE, PENANG AND BOMBAY.

Having connection with Company's Mail Steamers to ADEN, SUEZ, PORT SAID, MESSINA, NAPLES, LEGHORN and GENOA, also VENICE and TRIESTE, all MEDITERRANEAN, AEGEAN, I.E. VANTINE AND SOUTH AMERICAN PORTS up to CALLAO.

Taking cargo at through rates to PERSIAN GULF and BAGDAD, also BARCELONA, VALENZA, ALICANTE, ALMERIA and MALAGA.

THE Steamship

"BORMIDA".

Captain Sartorio, will be despatched as above on TUESDAY, the 11th instant, at Noon.

At Bombay the steamer is discharging in Victoria Dock.

For further particulars regarding Freight and Passage, apply to

CARLOWITZ & CO., Agents.

Hongkong, 3rd December, 1900. [7]

CHINA NAVIGATION COMPANY, LIMITED.

FOR KOBE AND YOKOHAMA.

THE Company's Steamship

"TSINAN".

Captain Anderson, will be despatched as above on TUESDAY, the 11th instant.

For Freight or Passage, apply to

BUTTERFIELD & SWIRE, Agents.

Hongkong, 3rd December, 1900. [3044]

GLEN LINE OF STEAMERS.

FOR NEW YORK.

THE Company's Steamship

"GLENARTNEY".

Captain E. G. Warner, will be despatched for the above port on WEDNESDAY, the 12th December.

For Freight or Passage, apply to

MCGREGOR BROS. & GOW, Agents.

Hongkong, 21st November, 1900. [2940]

EASTERN AND AUSTRALIAN STEAMSHIP COMPANY, LIMITED.

FOR SYDNEY AND MELBOURNE.

Calling at TIMOR, PORT DAWIN AND QUEENSLAND PORTS, and taking through cargo to ADELAIDE, NEW ZEALAND, TASMANIA, &c.

THE Steamship

"ARLIE".

Captain St. John George, will be despatched for the above ports on FRIDAY, the 14th December, at DAYLIGHT.

This well-known Steamer is specially fitted for Passengers, and has a Refrigerating Chamber, which ensures the supply of Fresh Provisions, Ice &c., throughout the voyage.

This Steamer is installed throughout with the Electric Light.

A Stewardess and a duly qualified Surgeon are carried.

N.B.—Return Tickets issued by this Company to and from Australia are available for return by the steamers of the China Navigation Company and vice versa.

For Freight or Passage, apply to

GIBB, LIVINGSTON & CO., Agents.

Hongkong, 21st November, 1900. [2948]

SHEWAN TOME & CO.'S NEW YORK LINE.

FOR NEW YORK VIA SUEZ CANAL.

THE Steamship

"DEVONSHIRE".

will be despatched for the above port on or about the 29th December, 1900.

For Freight, apply to

SHEWAN, TOME & CO., Agents.

Hongkong, 9th November, 1900. [285]

NOT RESPONSIBLE FOR DEBTS.

Neither the CAPTAINS, the AGENTS, nor the OWNERS will be RESPONSIBLE for any DEBT contracted by the Officers or the Crews of the following Vessels during their stay in Hongkong Harbour:—

STATE OF MAINE, American ship, Colcord—

"MUNICHEN".

Captain Kroh, will leave for the above ports on or about 5th December, 1900.

For Freight or Passage, apply to

MELCHERS & CO., Agents.

Hongkong, 23rd November, 1900. [2906]

VESSELS ON THE BERTH

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

STEAM FOR STRAITS, CEYLON, AUSTRIA, INDIA, AIDEN, EGYPT, MEDITERRANEAN PORTS, PLYMOUTH AND LONDON.

THROUGH BILLS OF LADING ISSUED FOR BATAVIA, PERSIAN GULF, CONTINENTAL AND AMERICAN PORTS.

THE Company's Steamship

"SOBRAON".

Captain L. M. Wibset, R.N.E., carrying Her Majesty's Mails, will be despatched from this for Bombay on SATURDAY, the 8th December, at Noon, taking passengers and cargo for the above ports.

Sails and Valuables, all cargo for France, and Tea for London (under arrangement) will be transhipped at Colombo into a steamer proceeding direct to Marseilles and London; other cargo for London &c., will be conveyed via Bombay with transhipment.

Parcels will be received at this Office until 4 P.M. the day before sailing. The contents and value of all packages are required.

Shippers are particularly requested to note the terms and conditions of the Company's Bills of Lading.

For further particulars, apply to

A. M. MARSHALL, Acting Superintendent.

Hongkong, 26th November, 1900. [1]

THE 3/3 L. II British Bark

"R. MORROW".

Shortly expected from MANILA, will load here for the above port and will have quick despatch.

For Freight, apply to

ARNHOLD, KARBERG & CO.

Hongkong, 13th November, 1900. [2883]

FOR NEW YORK

THE 3/3 L. II British Bark

"R. MORROW".

Shortly expected from MANILA, will load here for the above port and will have quick despatch.

For Freight, apply to

ARNHOLD, KARBERG & CO.

Hongkong, 13th November, 1900. [2883]

THE CHINA AND JAPAN TELEPHONE CO., LTD.

THE CHINA

